



## LIMITED WARRANTY

This Limited Warranty (this “Warranty”) sets forth the entire warranty for the product (the “Product”) designed by Fluent Conveyors, LLC, a Colorado limited liability company (“Fluent”) for the Customer identified below (“Customer” includes the Customer’s owners, members, employees, contractors, agents and guests).

Subject to the terms and conditions set forth in this Limited Warranty (this “Warranty”), including, without limitation, the Limitations of Coverage set forth in Section 9 below, Fluent will furnish labor, parts, and/or replacement equipment necessary to repair operational or mechanical breakdowns of the Product covered by this Warranty, provided such service is required by product failure during normal usage. This Warranty only covers the Product purchased from Fluent as originally configured pursuant to previously agreed upon and approved drawings, blueprints, schematics, and specifications and as set forth in the Agreement (as defined in the Customer Terms and Conditions set forth at Customer Terms & Conditions | [Fluent conveyors.com](http://Fluentconveyors.com) ([fluentconveyors.com](http://fluentconveyors.com)). This Warranty shall not apply to any failures due to Customer’s failure to comply with Section 6 of the Customer Terms and Conditions and Customer shall be solely responsible for the failure to provide complete and accurate drawings, blueprints, schematics, and specifications to Fluent. This Warranty only applies to those components and parts that are necessary to the Product’s functionality for its agreed upon use set forth in the Agreement; this Warranty does not cover any accessories, components or parts used to enhance the performance of the Product.

**1. TERM OF COVERAGE.** Subject to the terms and conditions of this Warranty, the coverage provided under this Warranty shall expire on the earlier of: (a) one (1) year from the date the Product is shipped to the Customer; or (b) upon two thousand eighty (2,080) hours of use of the Product.

**2. REGISTRATION.** In order for Customer to qualify for this Warranty, Customer must register the Product within thirty (30) days of the Shipping Date by: (a) mailing the registration form included with the Product to: Fluent Conveyors, LLC, 383 Corona Street, Denver, CO 80218; or (b) emailing the form to the email address provided on the registration form. Failure to timely register the Product purchased from Fluent shall void this Warranty in its entirety.

**3. AUTHORIZATION FOR REPAIR OR REPLACEMENT.** In order for Customer to obtain authorization for the repair or replacement of any Product covered by this Warranty, Customer must: (a) obtain authorization prior to obtaining repair service and/or the receipt of a replacement product by calling (866)764-2980; and (b) have the original Product receipt or Invoice (as defined in the Customer Terms and Conditions) available. Once the foregoing has been accomplished, the Customer will receive instructions on obtaining repair service and/or a replacement. Once Fluent has issued its authorization, the Customer shall be required to pay for any freight charges incurred in returning the Product (or any applicable part thereof).



All obligations are considered fulfilled upon replacement of the Product or expiration of the Warranty, or if, in Fluent's reasonable judgment, further repair is not warranted due to causes set forth herein. At the Customer's request, non-covered products can be returned to the Customer at the Customer's sole cost and expense. Any charges incurred by Fluent in returning such non-covered products will be charged to the Customer.

**4. TIME FOR SERVICE.** Service under this Warranty will only be performed during the hours of 8:00 am to 5:00 pm of the time zone in which the Product is located Monday through Friday, excluding holiday periods. Diagnosis of any problem will not exceed twenty (20) business days and any repairs required will only be made after a full diagnosis has occurred.

**5. PLACE OF SERVICE.** Service may be provided either at Fluent's facility located at 383 Corona Street, Denver, CO 80218 or at a location to be determined in Fluent's discretion. After Customer's claim has been authorized, Fluent will, in accordance with this Warranty, cover those parts and labor costs so authorized. Customer will be solely responsible for transporting the Product to an authorized shipping depot and all freight charges incurred as a result of transporting the Product.

**6. PRODUCT REPAIR PARTS.** If the Product or a unit, component, part or subassembly of a Product requires repair, Fluent, in its sole and absolute discretion, may repair, replace or exchange such item with an equivalent product, unit, component, part or subassembly that is new or refurbished. If Fluent determines that it is unable to repair the Product due to the unavailability of functional parts, service or technical information, the total liability owed to Customer under this Warranty will be the lesser of: (I) the current market value of a product with equivalent specifications, as determined in Fluent's reasonable discretion; or (II) the retail price paid for the Product, less any amounts due and owing to Fluent by Customer. Notwithstanding the foregoing, in all events where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, Fluent will determine if a replacement will be made.

**7. BUYOUT.** Fluent may elect, in Fluent's sole and absolute discretion, to buy out the Warranty set forth herein, or any remaining term thereof, for an amount (the "Buyout Amount") equal to the lesser of: (a) the current market value of the Product with equivalent specifications, as determined in Fluent's reasonable discretion and taking into consideration current manufacturers' and distributors' pricing on comparable products; or (b) the retail price paid for the Product less any amounts due and owing to Fluent. Upon delivering the Buyout Amount to the Customer, Fluent will be released from any and all Warranty obligations relating to the Product.

**8. THIRD PARTY REPAIRS.** Repairs recommended by anyone other than Fluent are not covered by the Warranty unless such repairs are approved in writing in advance by Fluent and hiring any party other than Fluent to perform repairs without Fluent's written approval shall void this Warranty. Fluent reserves the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number, original date of purchase and a copy of Customer's registration form for all items to be covered must be provided to execute an application for service. If Customer requests service for a repair not covered by this Warranty, Customer will be solely responsible for all costs and expenses associated with such



repair. If the Product, after an inspection, is found to be performing to specifications and Fluent determines that no repairs are required, Customer shall reimburse to Fluent upon demand all fees, costs and expenses incurred by Fluent with respect to such inspection.

**9. LIMITATIONS OF COVERAGE.** This Warranty does NOT cover: (a) any Product located outside of the United States or Canada unless otherwise set forth in the Agreement, which, if applicable, will provide that any Customer located outside the United States or Canada shall pay for all travel related to any warranty services; (b) any service required as a result of any alteration of the Product, repairs made by anyone other than the Fluent, its agents and/or distributors, or without written instruction and permission from Fluent; (c) any damage to the Product due to causes beyond Fluent's control, including, but not limited to, repairs necessary due to operator negligence or error, the failure to use and/or maintain the Product in accordance with the original approved drawings and specifications as well as the user and maintenance schedule guide instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war and acts of God; (d) any service that arises from improper storage, improper ventilation, reconfiguration of the Product, improper or unreasonable use or movement of the Product, the failure to follow any applicable OSHA guidelines, including, without limitation, the failure to place the Product in a reasonably protective environment; (e) any utilization of the Product that is inconsistent with either the design of the Product or the way Fluent intended the Product to be used; (f) any unreasonable use of the Product; (g) any installation that prevents normal service; (h) any cosmetic damage such as, but not limited to, scratches, dents, rust, and stains to non-functional parts such as, but not limited to, plastics, finishes, knobs, meters and dials; (i) any consumable, expendable or perishable items that are designed to be consumed or otherwise worn out during the life of the Product; (j) parts not provided or shipped by Fluent; (k) operational or mechanical failure which is not reported as of the earlier of: (1) the expiration of this Warranty; or (2) within ten (10) days of such failure; (l) loss or damage as a result of violation of existing federal, state and municipal laws, codes or regulations including repairs to products not complying with said laws, codes or regulations; or (m) transit or delivery damage, including, without limitation, damage caused by packing, unpacking, assembly, installation, or removal of the Product, in whole or in part. For the avoidance of doubt, any claims regarding damages sustained or incurred during shipping must be tendered to the carrier responsible.

**10. TRANSFERABILITY.** This Warranty is non-transferable and shall not be applicable to third-parties.

**11. NO DEALER WARRANTY.** The Dealer (as defined in the Customer Terms and Conditions) selling this Product to the Customer is not authorized or permitted to make any representations and warranties regarding the Product that are greater than those representations and warranties made by Fluent. Fluent will not be liable for any claims or repairs relating to any representations or warranties made by a Dealer that exceed those representations and warranties made by Fluent.

**12. SEVERABILITY.** If any provision of this Warranty is held or determined to be illegal, invalid or unenforceable under any present or future legal requirement, and if there shall be no material adverse effect with respect to the rights or obligations of any party under this Warranty in connection therewith: (a) such provision will be fully severable;



(b) this Warranty will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Warranty; (c) the remaining provisions of this Warranty will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Warranty; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Warranty a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

**13. DISPUTES AND ATTORNEYS' FEES.** In the event of any controversy or claim arising out of or relating to this Warranty, or the breach thereof, the parties shall first attempt to settle the dispute by informal mediation between the executives and/or officers of the parties and their respective legal counsel. If settlement is not reached via informal mediation, any unresolved controversy or claim shall be settled by arbitration administered by JAMS, Inc. (or other mediation and arbitration service by mutual written agreement of the Parties) under its Comprehensive Arbitration Rules & Procedures (or those of another mutually-agreed upon mediation and arbitration service, as applicable). The number of arbitrators shall be one, to be selected according to the JAMS Rules & Procedures (or those of another mutually-agreed upon mediation and arbitration service, as applicable). The place of arbitrations shall be Denver, Colorado, and all proceedings shall be subject to the laws of the State of Colorado. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrator and/or court, and shall be awarded as part of the arbitrator's award and/or judgment. This Section shall survive the termination or cancellation of this Warranty.

**14. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY.** THE REMEDIES SET FORTH IN THE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF FLUENT TO COMPLY WITH ITS OBLIGATIONS UNDER THE AGREEMENT. FLUENT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND FLUENT DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FLUENT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF FLUENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR TRANSPORTATION OR OTHER EXPENSES THAT MAY ARISE IN CONNECTION WITH SUCH PRODUCTS.

EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM FLUENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FLUENT'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE PRODUCTS OR THIS AGREEMENT WILL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE PRODUCTS GIVING RISE TO THE CLAIM.



**15. MISCELLANEOUS.** All information or feedback provided by the Customer to Fluent with respect to the Product shall be Fluent's property and deemed confidential information of Fluent. Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Product.

**16. CHOICE OF LAW.** This Warranty shall be governed by and construed in accordance with the laws of the State of Colorado, as if performed wholly within the state and without giving effect to the principles of conflict of law.

AGREED AND ACKNOWLEDGED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**FLUENT CONVEYORS LLC**

a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Authorized Representative

**CUSTOMER**

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer City: \_\_\_\_\_

State: \_\_\_\_\_

Customer Phone: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_